

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re: WIDNER VOLCY)
 Debtor(s))
) CHAPTER 13
AMERICREDIT FINANCIAL SERVICES,)
INC. dba GM FINANCIAL) Case No.: 18-11645 (MDC)
 Moving Party)
v.)
)
WIDNER VOLCY)
 Respondent(s))
)
WILLIAM C. MILLER)
 Trustee)
)
)
)

**STIPULATION OF SETTLEMENT OF OBJECTION TO CONFIRMATION: FOR
VALUE OF VEHICLE TO BE PAID THROUGH DEBTOR'S PLAN AND ADEQUATE
PROTECTION PAYMENTS**

This matter having been brought before the Court on an Objection To Confirmation by William E. Craig, Esquire, attorney for AmeriCredit Financial Services, Inc. dba GM Financial (“GM Financial”), and the Debtor through their counsel, Brad J. Sadek, Esquire, and the parties having resolved said Objection as hereinafter set forth and by the agreement of all counsel the parties hereby stipulate;

IT IS STIPULATED:

1. That GM Financial is the holder of a first purchase money security interest encumbering a 2011 Nissan Rogue bearing vehicle identification number JN8AS5MV5BW315530.
2. That the Debtor agrees to pay GM Financial the replacement value of the vehicle of \$9,875.00, plus interest at the rate of 6.5% through his bankruptcy plan. The total secured amount to be paid to GM Financial shall be **\$11,593.00**.
3. That the Debtor agrees to allow the Chapter 13 trustee to make an immediate lump sum adequate protection payment of \$300.00 through June 2018, and thereafter, beginning July 2018, make monthly adequate protection payments to

GM Financial in the amount of \$100.00, up to and after confirmation, until normal distributions begin to be paid to GM Financial. Thereafter, the trustee shall make the payments to GM Financial as provided for by the confirmed plan. The Debtor shall receive a credit for all adequate protection payments made against the total amount to be received by GM Financial through the plan.

4. That when the Debtor pays GM Financial the full amount of \$11,593.00, completes his Chapter 13 plan, and receives a discharge, GM Financial will extinguish its lien in the vehicle and turn title of the vehicle over to the Debtor.
5. That if the Debtor's Chapter 13 case dismisses or converts this Stipulation shall be vacated and the Debtor shall owe GM Financial the full amount of the existing contractual loan balance less any payments GM Financial receives under this agreement.
6. That the parties agree that a facsimile signature shall be considered an original signature.

We hereby agree to the form and entry of this Order:

/s/ Brad J. Sadek
Brad J. Sadek, Esquire
Attorney for the Debtor

/s/ William E. Craig
William E. Craig, Esquire
Attorney for GM Financial